

MASTER CONTRACT

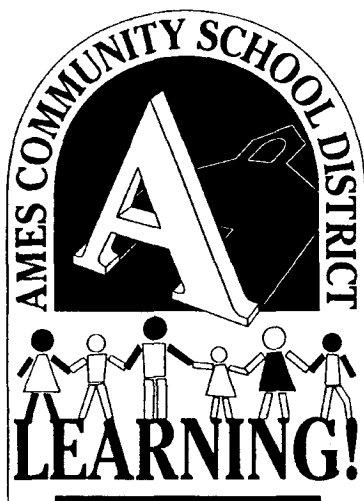
between

AMES EDUCATION ASSOCIATION

and

BOARD OF EDUCATION

July 1, 2006 - June 30, 2007



Ames, Iowa

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ARTICLE 1.0
PREAMBLE

WHEREAS, the Board and the Association recognize and declare that providing a quality education for the students of the Ames Community School District is their mutual desire, and

WHEREAS, the Board and Association have agreed to negotiate in good faith;
and

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement,

IT IS AGREED AS FOLLOWS:

ARTICLE 2.0
RECOGNITION

2:1 Unit. The Ames Community School District, as governed by the Board of Directors, hereby recognizes the Ames Education Association, an affiliate of the Iowa State Education Association and the National Education Association, as the certified, exclusive and sole bargaining representative for all employees as set forth in the PERB certification instrument (Case No. 209) issued by the PERB on the 10th day of September, 1975.

The unit described in the above certification is as follows:

INCLUDED: Regular full-time certified teachers and regular part-time certified teachers, including guidance counselors, media specialists (librarians), nurses, special education teachers, department heads, team teaching leaders, teacher specialists, Chapter I teachers, ESL teachers, and District Needs teachers.

EXCLUDED: Superintendents, assistant superintendents, central office directors, principals, associate principals, assistant principals, educational assistants, secretaries, clerks, custodians, maintenance employees, trades employees, food service employees, area agency employees, substitute teachers, drivers training instructors, and all other persons excluded by Section 4 of the Act.

2:2 Board. The Association recognizes the Ames Community School District as the public employer governed by the Board of Directors.

2.3 Definitions.

2:3.1 The term "Board" as used in this agreement shall mean the Board of Directors of the Ames Community School District or its duly-authorized representatives.

2:3.2 The term "Employee" as used in this agreement shall mean all professional employees represented by this Association in the bargaining unit as defined and certified by the Public Employment Relations Board.

2:3.3 The term "Association" as used in this agreement shall mean the Ames Education Association or its duly-authorized representatives or agents.

ARTICLE 3.0

GRIEVANCE PROCEDURE

3:1 Purpose. The purpose of this article is to provide for a mutually-acceptable method of the prompt and equitable settlements of employee grievances and disputes over the interpretation and application of this agreement. The Employer, the Association, and the employees shall attempt to resolve informally, or at the earliest possible stage, all grievances.

3:2 Definition. "Grievance" is a claim by an employee or group of employees concerning the interpretation or application of the provisions of this Master Contract Agreement. All time limits herein shall consist of school days, Monday through Friday, except that when a grievance is submitted on or after June 1, time limits shall consist of all week days, Monday through Friday, so that matters may be resolved before the close of the school term or as soon as possible thereafter. The number of days indicated at each level should be considered a maximum, and every effort should be made to expedite the process. There shall be no obligation by the Employer to consider any grievance not filed or appealed in a timely manner.

3:3 Conditions.

3:3.1 Every employee covered by this agreement shall have the right to present grievances in accordance with these procedures.

3:3.2 The failure of an employee (or, in the event of an appeal to arbitration, the Association) to act on any grievance within the prescribed time limits will act as a bar to any further appeal, and an administrator's failure to arrange a meeting or to give a decision within the time limits shall permit the grievant to proceed to the next step. The time limits, however, may be extended by mutual agreement.

3:3.3 It is agreed that any investigation or other handling or processing of any grievance by the grieving employee shall be conducted so as to result in no interference with or interruption whatsoever of the instructional program and related work activities of the grieving employee or of other employees.

3:3.4 Any aggrieved person may be represented at all steps by a representative of his/her own choosing. The Association may be present at the first step to provide representation for the grievant. Where the Association has not been selected to provide representation for the grievant, it shall have the right to be present at step two and beyond. Informal resolution of grievances shall not contravene the terms and provisions of this agreement.

3:3.5 All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

3:3.6 If more than one (1) employee files a grievance on the same incident for the same reasons, the grievances shall be consolidated into one at Step 3.

3:4 Grievance Timeline.

3:4.1 First Step. An attempt shall be made to resolve any grievance in informal discussion between complainant and the complainant's administrator or a designated administrative representative. Such informal discussion shall take place within fifteen (15) days of the occurrence of the event giving rise to the grievance or within fifteen (15) days after the grievant acquired or should have acquired, with reasonable diligence, knowledge of the occurrence.

3:4.2 Second Step. If the grievance cannot be resolved informally, the aggrieved employee shall file the grievance in writing and, at a mutually-agreeable time, discuss the matter with the administrator. The grievance form shall be available from the Association representative in each building. The written grievance shall state the nature of the grievance, shall note the specific clause or clauses of the agreement allegedly violated (misidentification of a clause can be amended at a later step), and shall state the remedy requested. The filing of the formal, written grievance at the second step must be within twenty (20) days from the date of the occurrence of the event giving rise to the grievance or within twenty (20) days after the grievant acquired or should have acquired, with reasonable diligence, knowledge of the occurrence. The principal or a designee shall make a decision on the grievance and communicate it in writing to the employee, the Association and the Superintendent within five (5) days after receipt of the grievance.

3:4.3 Third Step. In the event a grievance has not been satisfactorily resolved at the second step, the aggrieved employee shall file, within five (5) days of the written decision at the second step, a copy of the grievance with the Superintendent. Within ten (10) days after such written grievance is filed, the aggrieved and the Superintendent or a designee shall meet to resolve the grievance. The Superintendent or a designee shall file an answer within ten (10) days of the third step grievance meeting and communicate it in writing to the employee and the Association.

3:4.4 Fourth Step. If the grievance is not resolved satisfactorily at step three, then there shall be available a fourth step of impartial binding arbitration. The Association may submit, in writing, a request to enter into arbitration on behalf of the Association and the grieving employee to the Superintendent within thirty (30) days from the receipt of the step three answer. At the same time, a request shall be made to the Public Employment Relations Board to provide a panel of five (5) arbitrators. Each of the two parties, the party moving first chosen by lot, will alternately strike one (1) name at a time from the panel until only one (1) name shall remain. The remaining name shall be the arbitrator. The decision of the arbitrator will be final and binding on the parties.

3:4.5 The arbitrator's decision shall be in writing and will set forth his/her findings, reasoning and conclusions on the issues submitted. The arbitrator shall have no power to alter, add to, or detract from the specific provision of the agreement. In keeping with the terms of this agreement, no decision of the arbitrator shall in any way be in derogation of the powers, duties and rights established in the employer and employee by constitutional provisions, statute, ordinance, or special legislative acts.

3:4.6 The costs for the service of the arbitrator will be borne equally by the Employer and the Association.

3:4.7 If a grievance affects a group or class of employees because of the existence of the same facts and issues, or if the grievance is the result of acts of persons other than the employee's immediate supervisor or principal, the Association may submit such grievance in writing to the Superintendent or designee directly, and the processing of such grievance will commence at the level deemed appropriate by the Superintendent or designee.

3:4.8 The first and second steps may be combined into one step if both the aggrieved employee and the administrator agree. If they are combined, the time constraints will be those specified for the second step in paragraph 3:4.2. The first three steps may be combined into one step if both the aggrieved employee and the Superintendent or designee agree. If the first three steps are combined, the aggrieved employee shall file the grievance, in writing, within twenty-five (25) days from the occurrence of the event giving rise to the grievance

or within twenty-five (25) days after the grievant acquired or should have acquired, with reasonable diligence, knowledge of the occurrence, All other time constraints listed in paragraph 3:4.3 for the third step shall apply to this combined step.

3:5 If the Association or any employee first files any claim or complaint in any forum other than under the grievance procedure of this agreement, then the School District shall not be required to process the same claim or set of facts through the grievance procedure.

3:6 All meetings and hearings under this procedure shall be conducted in private and shall include only witnesses, the parties in interest, and their designated or selected representative, heretofore referred to in this article.

ARTICLE 4.0
EMPLOYER RIGHTS

4:1 The Employer shall have, in addition to all powers, duties, and rights established by constitutional provision, statute, ordinance, charter, or special act, the exclusive power, duty and right to:

4:1.1 Direct the work of its public employees.

4:1.2 Hire, promote, transfer, assign, and retain public employees in positions within the school district.

4:1.3 Suspend or discharge employees for proper cause.

4:1.4 Maintain the efficiency of governmental operations.

4:1.5 Relieve employees from duties because of declining enrollment or for other legitimate reasons.

4:1.6 Determine and implement methods, means, assignments, and personnel by which the Employer's operations are to be conducted.

4:1.7 Take such actions as may be necessary to carry out the mission of the Employer.

4:1.8 Initiate, prepare, certify, and administer the Employer's budget.

4:1.9 Exercise all powers and duties granted to the Employer by law.

4:2 The above Employer rights shall be in effect but shall not be exercised in a manner so as to violate any of the specific provisions of the Agreement.

ARTICLE 5.0
ASSOCIATION RIGHTS

5:1 The Association and its members shall have the right to:

5:1.1 Use school facilities for general Association meetings unless the Superintendent should choose to deny such usage. Denial will be in writing.

5:1.2 Make use of school buildings and facilities at all reasonable hours for meetings and any equipment, including but not limited to typewriters, mimeographing machines and other duplicating equipment, calculating machines, and all types of audio-visual equipment when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials and supplies incidental to such use. The Association shall notify the principal or his/her designee of the intent to hold an Association meeting. The principal or his/her designee will provide an appropriate place for all meetings. Such meetings or use shall not conflict with school activities or use.

5:1.3 Distribute Association material through the school mail service and building mail boxes unless the Superintendent should choose to deny such usage. Denial will be in writing. Materials distributed by the Association are to be clearly marked as to their origination by the Association. A copy of the material distributed through the school mail shall be given to the Superintendent, and a copy of material placed directly in building mail boxes shall be given to the building principal.

5:1.4 Post notices of activities and matters of Association concern on Association bulletin boards located in either faculty lounges or such other places as designated by the building principal.

5:1.5 Direct duly-authorized representatives of the Association and their respective affiliates to discuss Association matters in the school building during the work day provided all outside agents check in with the building principal or designee. Such visits shall not interfere with any classroom activity or other assigned activity.

5:1.6 Be furnished on request regularly and routinely prepared information concerning the financial condition of the school including the annual financial report and adopted budget, but nothing herein shall require the Employer to research and assemble information.

5:1.7 The Board shall provide the Association with a complete copy of the official minutes of each Board meeting.

5:1.8 The agenda for regular board meetings shall be available no later than 5:00 p.m. the Friday before the Monday meeting.

ARTICLE 6.0

DEDUCTIONS

6:1 Dues Deductions.

6:1.1 The Association will inform each of its members of the voluntary nature of authorization for each allotment of pay to cover dues and the prescribed procedure for authorizing the allotment, as well as provisions and procedures for revoking an authorization.

6:1.2 The Association agrees to acquire and distribute to its members an authorization form advising the member that the dues deduction is voluntary on the member's part and that the member also may terminate the dues deduction at any time by giving thirty (30) days' written notice.

6:1.3 Deductions under this provision shall only include regular periodic amounts required to maintain the employee as a member in good standing but shall not include initiation fees, special assessments, back dues, fines, or similar items.

This provision may include the Salisbury House Fund.

6:1.4 The Association shall provide the Business Manager with an authorized list of members' names for whom membership dues are to be deducted and the amount to be withheld for each member. The authorized list shall be submitted ten (10) days prior to the district's monthly payroll date in which the deduction is to commence.

6:1.5 Pursuant to a deduction authorization, the Employer shall deduct one-eighth (1/8th) of total dues from the regular salary check of the employee each month for eight (8) months, beginning in October and ending in May of each year. The Employer will transmit to the Association the total deduction of dues within five (5) days after the pay period. Employees who begin dues deduction after October shall have the total dues prorated on the basis of the remaining months of employment through May.

6:1.6 The Association agrees to indemnify and hold harmless the Employer, each individual Board member, and all administrators against any and all claims, costs, suits, or other forms of liability and all court costs arising out of the application of the provisions in the agreement between the parties for dues deduction.

6:2 Other Deductions. Upon appropriate written authorization from the employee, the Employer shall deduct from the salary of any employee and make appropriate remittance for annuities; a credit union; the optional life insurance, health insurance, dental insurance, cancer insurance, and intensive care insurance premiums; and the Ames Education Foundation.

ARTICLE 7.0

LEAVES OF ABSENCE

Sick Leave

7:1 Sick Leave. Employees shall be granted leaves of absence for personal illness or injury (including pregnancy) with full pay upon the following conditions and in accordance with the following schedule:

a. Any employee making a claim for paid sick leave in excess of eight (8) consecutive working days shall provide a medical report from a doctor confirming the necessity for such a leave of absence. The Superintendent may waive the necessity for such medical report.

b. The following paid sick leave shall be allowed for consecutive years of employment:

- 10 days - the first year
- 11 days - the second year
- 12 days - the third year
- 13 days - the fourth year
- 14 days - the fifth year
- 15 days - the sixth and subsequent years

c. Unused sick leave may be accumulated up to a maximum of one hundred sixty-five (165) days.

d. An employee must exhaust accumulated sick leave before being eligible for disability insurance benefits.

e. If an employee is on an extended contract, he/she shall be entitled to one (1) additional sick leave day for each twenty (20) working days beyond the normal contract.

7:1.2 Notification of Accumulation. Employees shall be given a copy of a written accounting of accumulated sick leave days no later than September 20 each school year.

7:1.3 Extended Leave. An employee who is unable to work because of personal illness or disability, and who has exhausted all sick leave available, shall be granted a leave of absence without pay for the duration of such illness or disability, up to the end of the school year in which the sick leave has been exhausted. Upon exhaustion of sick leave, the Board will continue coverage of fringe benefits up to the end of the contract year.

Temporary Leaves of Absence

7:2 Employees shall be entitled to the following temporary leaves each year, excluding all Phase III assignments other than Trainers or Student Assistance and Enrichment Program instructors. All temporary leaves shall be non-cumulative except for Personal Leave as hereinafter provided. All leaves requiring approval of the principal may be appealed to the Superintendent or designee; however, requests must be presented to the administration in such timely fashion so as to permit this appeal process to take place. Reasons for denial by the principal shall be put in writing and returned to the teacher with sufficient time to be appealed to the Superintendent. If the Superintendent or designee should deny the leave requested, such reasons shall be put in writing and sent to the employee.

7:2.1 Religious. The Superintendent may grant leave with pay to any employee whose religious affiliation requires the observance of recognized holidays other than those scheduled in the school calendar.

7:2.2 Bereavement Leave.

a. Immediate Family. An employee shall be allowed up to five (5) working days for each death in the immediate family. For purposes of this section, "immediate family" shall include the employee's spouse, children, mother, father, sister, brother, and corresponding step-relations and corresponding in-laws. The total amount of leave under this category shall not exceed ten (10) days per year.

b. Extended Family. An employee shall be allowed up to four (4) working days for each death in the extended family. One (1) additional day shall be allowed for each death if the employee must travel more than 300 miles to attend the funeral and services. For purposes of this section, "extended family" shall include grandchildren, grandparents, aunts, uncles, nieces, nephews and in-laws. The total amount of leave under this category shall not exceed five (5) days per year.

c. Exceptional Circumstances. The Superintendent may extend additional leave days where circumstances warrant. Such action shall not be precedent-setting.

d. Other Family Members and Friends. This section shall include Bereavement Leave for relatives not identified above in immediate family or extended family, and close friends.

An employee shall be granted one (1) paid day per year and allowed one (1) additional paid day, minus the cost of the substitute required, for the death of a relative or friend. Application for permission to attend the funeral shall be made in advance to the building principal or his/her designee.

Where possible, time off to attend such a funeral shall be minimized to the extent necessary to attend the funeral and services. This leave may be used in hourly increments at the employee's discretion.

No more than one (1) employee for every ten (10) employees in a building may be granted leave to attend the same funeral unless the Superintendent finds there are exceptional circumstances which warrant attendance by more employees in that building.

7:2.3 Emergency Leave.

7:2.3a Family Emergency Leave. An employee shall be allowed three (3) paid days per year and in extreme cases employees may use up to five (5) sick leave days for extended personal illness or emergency related to a child, spouse, or parent. An additional two (2) paid days, minus an amount equal to a substitute's cost may also be used for family emergency days. Extensions of Family Emergency Leave not covered in this Article may be made at the sole discretion of the Deputy Superintendent. These discretionary days will include the cost of a substitute (whether a substitute will be hired or not) and will be used only after all other Emergency Leave days have been used.

7:2.3b Other Emergency Leave. An employee shall be allowed three (3) paid days per year and an additional two (2) paid days, minus an amount equal to a substitute's cost for those additional days, if not used in family emergency leave. Emergency leave may be used only for

disaster (such as personal injury accident, property damage accident, personal business emergency which cannot be handled during nonschool hours, or Act of God.) Extensions of Family Emergency Leave not covered in this Article may be made at the sole discretion of the Deputy Superintendent. These discretionary days will include the cost of a substitute (whether a substitute will be hired or not) and will be used only after all other Emergency Leave days have been used.

7:2.3c Extensions of these limitations may be made at the sole discretion of the Assistant Superintendent for Personnel. If the Employee is required to pay an amount equal to a substitute's cost, the leave shall be considered "discretionary" and not charged against Emergency Leave.

7:2.4 Personal Leave. Two (2) day per year, accumulated to three (3) days, shall be allowed for important personal business which cannot be conducted outside of the working day.

The day immediately preceding or immediately following a legal holiday, school vacation period, or school recess, or during the first or last week of the school year shall not be recognized as a personal leave day, except for the purpose of attending to an adoption procedure or attending a significant family event for which the employee was not responsible for scheduling.

Employees planning to use a personal leave day or days shall complete the necessary forms at least two (2) days in advance, except in cases of emergency.

This leave shall be with pay.

Extensions of these limitations may be made at the sole discretion of the Deputy Superintendent for Personnel. If the employee is required to pay an amount equal to a substitute's cost, the leave shall be considered "discretionary" and not charged against Personal Leave.

7:2.5 Jury Duty. An employee who is called for jury service shall be permitted to be absent from his or her duties without loss of pay and without charge against any leave. Pay received for jury service shall be reported to the Employer, and the salary of the employee shall be reduced in the amount the employee received for jury service.

In order to receive the payment under this section, the employee must give the principal or the principal's designated representative five (5) days' prior written notice of the summons for service and must furnish satisfactory evidence that such service was performed on the days for which a payment is claimed. An employee who is notified by 10:30 a.m. that he/she will not be required to be available for jury duty the remainder of the day shall return to work.

7:2.6 Legal Leave. An employee who is subpoenaed to appear in a judicial or administrative proceeding except where the employee's appearance would be against the district or where the Association or its affiliate organization are a party in the proceeding, shall be permitted to be absent from his or her duties without loss of pay and without charge against any leave.

7:2.7 Adoption Leave. An employee who is planning to take a leave of absence for an adoption shall inform the employee's principal and the Assistant Superintendent for Personnel in writing. Such notification shall include whether or not the employee plans to work up to the time the child arrives and whether or not the employee intends to return to work following the arrival of the child.

Should the employee indicate a plan to return to work following the arrival of the child, the employee may take a leave of absence not to exceed a total of fifteen (15) school days. Five

(5) days of this leave of absence shall be with pay; ten (10) days of this leave shall be with pay minus an amount equal to a substitute's cost. The Board may, upon request, grant an extension of this leave.

The employee's principal and Assistant Superintendent for Personnel shall be kept informed by the employee of the current status of the adoption as to the dates of termination or dates of leave of absence.

7:2.8 Professional Leave. All certified staff will be granted one (1) day of leave for professional meetings or conferences. The leave shall be used to further the attainment of a Building Goal or the Comprehensive School Improvement Plan. This request shall be made on a form available from the principal and should be submitted to the Superintendent through the principal. Request forms shall be submitted fifteen (15) calendar days prior to the request for leave. This day is non-accumulating.

Special approval may be granted by the Superintendent or his/her designee for conference requests submitted less than fifteen (15) calendar days prior to the request for leave in extenuating circumstances.

The principal will indicate a recommendation for action on such request and forward it to the Superintendent's Office for final action.

7:2.9 Association Leave. Up to a total of forty-five (45) days paid leave shall be available for members of the Association to attend conferences, conventions, or other activities of the state and national affiliated organizations and for the Association President or designee for local non-grievance arbitration/non-negotiation reasons.

7:2.10 National Board Certification Leave. Employees may request from the Superintendent or designee up to four (4) paid days during the time they are actively working on entry submissions for National Board Certification.

7:3 Sabbatical Leaves.

7:3.1 Purpose. A sabbatical leave shall be granted to an employee by the Board for study, including study in another area of specialization, for travel, or for other reasons of value to the school system. During years of severe budget stress, the granting of Sabbatical Leaves will be suspended by mutual agreement of the Board of Education and the Ames Education Association.

7:3.2 Conditions. Sabbatical leave shall be granted, either for one-half (1/2) of the school year or a full school year only and is subject to the following conditions:

a. Number of Employees. If there are sufficient qualified applicants, sabbatical leaves shall be granted to a maximum of two (2) employees at any one time. If there are more than two qualified applicants for sabbatical at one time, the leave will be granted to the more senior employee.

b. Requests.

(1) Requests for sabbatical leave shall be presented to the Superintendent no later than February 1 during the school year preceding the leave request. The Superintendent shall forward these requests to the Board with his/her recommendations for action no sooner than February 15 of the school year preceding the leave request. The Board shall take action on such requests before March 1 of the school year preceding the school year for which the leave is requested.

(2) The applicant must submit a program of study for the period of leave. The program shall be designed to increase the effectiveness of the applicant in the applicant's professional work. Applicants who request leave for educational travel must submit a professional itinerary and show how it will enrich their experience and their understanding of other peoples and/or cultures, thus helping them to become better employees.

(3) Any denial of a request for sabbatical leave shall be put in writing and copies sent to the applicant and to the Association.

c. Minimum Time to Qualify. The employee must have completed six (6) full school years of service in the Ames Community School District.

d. Pay. An employee on sabbatical leave shall be paid by the Board at fifty percent (50%) of the salary rate which the employee would have received if the employee had remained on active duty if said leave is for study, and at fifty percent (50%) if for travel or other reason. Said employee shall be under a service contract with the School District while on leave, and shall maintain all benefits.

e. Other Remunerations. During the period of sabbatical leave, an employee may engage in remunerative employment and may accept grants or fellowships.

f. Return.

(1) Benefits. Upon return from sabbatical leave, the employee shall be placed on the salary schedule and maintain the same benefits as the employee would have accrued had the employee taught in the system during such period.

(2) Service on Return. An employee accepting a professional improvement leave shall enter into a written contract with the Employer signifying his/her intention to return to service with the Employer for a two (2) year period immediately following the leave. An employee who, through his/her own choice, does not return or fails to complete two (2) years of service shall be obligated to refund monies paid to the employee during the period of the leave. This obligation shall be reduced in two (2) equal increments, one (1) year of service corresponding to one-half (1/2) of the compensation received during leave. If however, an employee shall die or become totally disabled while still an employee during the two (2) years following the leave, any financial obligation to repay monies received while on such leave shall be automatically canceled.

g. Progress Report. An employee to whom a professional improvement leave has been granted shall from time to time render progress reports to the Superintendent of Schools. At the end of the leave period, the employee shall submit a summary report to the Superintendent. Failure to comply with this section will result in the failure to receive the remuneration set forth in Section 7:3.2(d) of this article.

h. Retention of Benefits. While on professional improvement leave, all rights and benefits shall be continuous until the employee's return to active duty.

7:4 Other Extended Leaves of Absence.

7:4.1 Military. Leaves of absence are granted for military purposes, not to exceed the enlistment or draft period. On completion of the military service, the employee is entitled to reinstatement at the same salary he/she would have received had he/she not taken such leave, but

subject to the following conditions: that the position was not abolished; that he/she is physically and mentally capable of performing the duties of the position; that he/she makes written application for reinstatement to the Superintendent within ninety (90) days after termination of military service; and, that he/she submits an honorable discharge from the military service. Such leave shall be without pay except as provided by Chapter 29A of the Code of Iowa.

7:4.2 Family Illness. A leave of absence without pay for up to the remainder of the school year shall be granted for the purpose of caring for an employee's spouse, child, stepchild, parent, or step-parent who is sick or injured.

7:4.3 Other Leaves. The Board may grant other paid or unpaid leaves upon the filing of a written request for such leave by an employee to the Superintendent.

7:4.4 Benefits.

a. While on extended leave under paragraphs 7:4.2 and 7:4.3 of this article, the employee's interest in the retirement funds, accumulated leaves, seniority, and placement on the salary schedule shall be frozen. The employee shall be returned to his/her previous position if the position exists and they so choose, by notifying the superintendent by March 1 of the year on leave. This shall only apply in the first year of leave.

b. While no additional benefits will be provided by the Employer during the leave period, the employee may purchase insurance benefits with the permission of the insurance carrier.

c. At the conclusion of the extended leave of absence, the salary of the employee shall be at the salary stated on the salary schedule for the step and class for which that employee was appointed at the time of the commencement of the leave.

ARTICLE 8.0

EMPLOYEE WORK YEAR

8:1 The length of the in-school year, the dates on which the in-school year begins and ends, and all matters affecting the school calendar shall remain within the discretion of the Board, except as provided in this article and the recommendation of the In-service Committee as provided in Article 16.0 on Professional Development. The Association shall have the right to submit and discuss with the Board priority proposals for the school calendar, prior to any final decision.

8:1.1 Pre-School Workshop. At least eight (8) hours of contract time during the pre-school workshop week shall be uninterrupted by District-wide or Building level meetings. Such time shall be reserved for employees to prepare for the first student day. The eight hours of reserved time may appear as eight continuous hours on the same contract day or as two 4 hour segments occurring on any two days of the workshop week.

8:2 Where an employee (other than new personnel who may be required to attend an additional one (1) day of orientation), is required to perform duties on more than the number of days specified in their individual contract for their classification during the contract year, the employee shall be compensated for each day worked at the rate stated as a fraction, the numerator of which is one and the denominator of which is the number of days for that classification. The classification in reference to the foregoing are: teachers, 188 days; Title I Teachers, 188 days; English as a Second Language Teachers, 188 days; and, District-Needs Teachers, as specified in their current contract. This provision shall not apply to duties performed pursuant to special assignments, as listed on Special Assignment Schedule (17:10).

8:3 Holidays and Recesses.

8:3.1 No employee shall be required to perform duties on Labor Day, Thanksgiving Day, the Friday after Thanksgiving, Christmas Day, New Year's Day, and Memorial Day.

8:3.2 The regular and extended contract of employees shall include ten (10) recess days. These recess days shall include a minimum of ten (10) recess days, in addition to the Federal holidays, divided between one winter and one spring vacation. In no case shall there be less than two (2) consecutive workdays of spring vacation.

8:3.3 Any individual(s) that request(s) the privilege of conducting an activity, practice or the right to supervise students on any of the above holidays may do so without this article being grievable by the employee, a group of employees, or by the Association.

8:4 The Association shall have the right to one hour's time of the system-wide Organizational Activities Day for the purpose of making an Association presentation to its members and other interested parties.

ARTICLE 9.0

EMPLOYEE HOURS

9:1 Arrival and Departure Times. The arrival and departure times for employees shall be as designated below:

9:1.1 An elementary school employee shall be required to report for duty no earlier than twenty (20) minutes before the opening of the pupils' scheduled school day and shall be permitted to leave twenty-five (25) minutes after the close of the pupil's scheduled school day.

9:1.2 A middle school employee shall be required to report for duty no earlier than twenty (20) minutes before the opening of the pupils' scheduled school day, and shall be permitted to leave twenty-five (25) minutes after the close of the pupil's scheduled school day.

9:1.3 A high school employee shall be required to report for duty no earlier than ten (10) minutes before the opening of the pupils' scheduled school day, and shall be permitted to leave fifteen (15) minutes after the close of the pupil's scheduled school day.

9:1.4 District Services employees shall keep comparable hours so as to be available to staff during above hours.

9:2 Duty-free Lunch. Employees shall have a scheduled duty-free lunch period of at least thirty (30) consecutive minutes. Employees may sign out of their building during their duty-free lunch period.

9:3 Meetings.

9:3.1 Faculty and Other. Employees may be required to remain after the end of the regular workday without additional compensation for the purpose of attending faculty or other professional meetings. Such meetings shall begin no later than fifteen (15) minutes after the student dismissal time and shall run no later than 4:30 p.m. Meetings shall not be called on Fridays or on any day immediately preceding any holiday or other day upon which teacher attendance is not required at school.

9:3.2 In addition to the above, employees may be required without additional compensation to attend no more than six (6) evening meetings outside the regular school day. Attendance at additional meetings shall be at the discretion of the employee.

9:4 Sign-out Procedure. Employees may leave the building through a sign-out procedure; however, the principal or designee may refuse to permit an employee to sign out under this paragraph, except during the duty-free lunch.

ARTICLE 10.0
HEALTH PROVISIONS

10:1 Physical Examinations/Health and Safety. If required by law or administrative rule, an employee shall present evidence of physical fitness to perform duties assigned and freedom from communicable disease after an offer of employment is made and before the beginning of service or within the first six weeks of employment. The employer shall pay the out-of-pocket cost for the physical after insurance has covered the rest. The employer may require a subsequent examination, for which the employer would pay, when in its judgment such an examination is relevant to an employee's performance or status. If a tuberculosis lab test is required, the Board will pay the cost of such test, if not covered by insurance.

ARTICLE 11.0

SAFETY PROVISIONS

11:1 Health and Safety Responsibilities.

11:1.1 The Employer will exert every reasonable effort to provide and maintain safe working conditions for the employees. The Association will cooperate to that end and will encourage all employees to work in a safe manner. It is the duty of all employees in the course of performing their regularly-assigned duties to be alert to unsafe and/or unhealthy practices, equipment and conditions, and to report any such unsafe and/or unhealthy practices or conditions to their immediate supervisors.

11:1.2 It is recognized that each employee has a primary responsibility for his/her own safety and an obligation to know and observe safety rules and practices as a measure of protection for himself/herself and others. The Employer will consider, from any individual employee or from the Association, suggestions which offer practical and feasible ways of improving safety conditions. In addition, if there is a valid reason concerning safety or health, any employee, his/her representative or the Safety Committee has a right to request the principal or other building supervisors to initiate a safety inspection of a work area by appropriate authorities; the employee, representative or Safety Committee shall have the right to be present at the inspection.

11:2 Safety Committee.

11:2.1 A Safety Committee consisting of three (3) employees designated by the Association and three (3) members designated by the Board shall hold meetings quarterly, or at such other intervals as may be agreed upon by the Committee.

11:2.2 The function of the Safety Committee shall be to advise the school administration concerning safety and health matters. In the discharge of its function, the Safety Committee shall consider existing practices and rules relating to safety and health, formulate suggested changes in existing practices and rules, and recommend adoption of new practices and rules.

11:2.3 The administration will receive and consider written recommendations with respect to unsafe conditions or other safety ideas from the Safety Committee. Within thirty (30) days of receipt, the administration shall give a written reply to the Safety Committee regarding the disposition of their recommendation. Should the administration not respond to the Safety Committee's recommendation within the prescribed time limits, the Safety Committee shall have the right to make the recommendations directly to the Board.

11:3 Assaults on a teacher or injury to a teacher shall be reported immediately to the principal. The principal shall render assistance and advice to the employee. Such notification shall be immediately forwarded to the Superintendent. The Superintendent shall comply with any reasonable and lawful requests from the employee for information in the possession of the Superintendent relating to the incident or the persons involved and shall act in appropriate ways as liaison between the employee, the police and the courts.

11:4 Self-protection. A teacher may use such force as is reasonable and necessary to protect himself/herself from attack or to prevent injury to a pupil. Immediately upon the use of such force, the teacher shall make a report to his/her immediate supervisor.

ARTICLE 12.0

EVALUATION

12:0 During the first two (2) years of employment in the Ames Community Schools all teachers will be involved in the Tier I Beginning Teacher Program based on the Iowa Teaching Standards and Criteria and the Beginning Teacher Mentoring and Induction Program.

Teachers new to the district, but not new to the profession, who meet district expectations relative to the Iowa Teaching Standards and Criteria and local descriptors, may have their second year of participation in the Tier I Beginning Teacher Comprehensive Evaluation Program waived. A teacher whose second year of participation is waived will move to the Tier II Career Teacher Comprehensive Evaluation Program.

12:1 Initiation of Evaluation

12:1.1 Tier I Beginning Teachers. An administrator shall discuss the philosophy and procedure of evaluation at the beginning of the school year, and in all cases prior to October 1. Each teacher shall receive copies of the Teacher Evaluation system, Evaluation Materials for Teachers, and the Iowa Teaching Standards and Criteria. Each employee shall be advised as to the designated administrator(s) who will observe and evaluate his/her performance. No formal evaluation shall take place until such orientation has been completed. Employees assigned to more than one building shall have a base school designated.

12:1.2 Tier II Career Teachers. An administrator shall discuss the philosophy and procedure of evaluation at the beginning of the school year, and in all cases prior to October 1 for those faculty who will be involved in a summative evaluation (every three years). Each employee shall be advised as to the designated administrator(s) who will observe and evaluate his/her performance. No formal evaluation shall take place until such orientation has been completed. Employees assigned to more than one building shall have a base school designated.

12:2 Individual Teacher Career Development Plan.

12:2.1 Career Teachers developing Individual Teacher Career Development Plans will meet and collaborate with an administrator to review, refine, and finalize an Individual Teacher Career Development Plan no later than November 1 of each school year. The plan may be completed as an individual or as a team.

12:2.2 At the completion of the Individual Teacher Career Development Plan, a written performance review of the plan shall be developed by the individual/team and the responsible administrator. A copy of this write-up will be placed in each individual's district file and in the case of a team plan, a copy of the team write-up will be placed in each individual team members' district file.

12:2.3 Individuals or teams involved in multiple year plans will submit a written review of progress to the responsible administrator by May 15 of year one (if a two year plan) or by May 15 of year one and year two (if a three year plan). The individual or team will have an annual conversation with the responsible administrator after the written review of progress has been completed.

12:3 Tier I Beginning Teachers.

12:3.1 The evaluation cycle shall consist of both formal and informal observations and alternative sources of data collection.

12:3.2 Six observations shall be conducted before April 1. The observations will be spread over a period of time to allow for professional growth. At least three of those observations shall be termed "formal." The other three shall be termed informal and may include walk-throughs, none of which shall require a pre-observation conference or pre-observation form.

12:3.3 Formal Evaluation Procedures.

a. All formal "classroom" evaluations of an employee shall be conducted with full knowledge of the employee.

b. This procedure starts with a written pre-observation form completed prior to the scheduled observation. A pre-observation conference shall be optional at the discretion of the employee.

c. Each formal evaluation shall include an observation no less than thirty (30) minutes of a class period or of a scheduled lesson and requires the administrator to observe the employee during a sequence of lessons. The evaluation may be over a period of two or more days as established prior to the observation.

d. A post conference shall be held as soon as possible, but within two (2) weeks of the observation. During the conference, the teacher and administrator will identify the teacher's current status in meeting the eight (8) Iowa Standards and will jointly determine what additional information the administrator will need in order to indicate that the teacher meets all eight (8) standards. If unforeseen circumstances arise that would prevent this conference from being held within the two-week (2) period, the post conference may be delayed for up to one (1) additional week.

12:3.4 A final summative conference will be held with the first year teacher on or before March 30. A comprehensive evaluation will be held with the second year teacher on or before March 30. The written evaluation must include the administrator's licensure recommendation for the teacher or a recommendation for continued participation in the district's mentoring and induction program. The performance review of a career teacher will be completed on or before May 15.

12:4 Tier II Career Teacher Performance Review.

12:4.1 Each career teacher shall have a performance review once every three years. Employees assigned to more than one building shall have a base school designated.

12:4.2 The administrator shall complete the performance review and arrange a mutually agreed upon date with the teacher to discuss the review. A summary of the formal evaluation session shall be in writing, completed and discussed with the teacher on or before May 15.

12:4.3. The formal evaluation procedure for the Career Teacher will be the same as that for the Tier 1 Beginning Teacher as outlined in 12:3.3.

12:4.4 If an evaluator decides that the teacher is not meeting the expectations of the Iowa Teaching Standards, then those standards not being met must be identified, and the information and evidence used to make this decision will be provide to the teacher. Both the administrator and the teacher shall sign and date the review. The teacher's signature does not necessarily indicate agreement. The teacher shall have the right to attach a written response to this review.

12:5 Personnel File.

12:5.1 The Employer may make other observation or evaluation and may include it or other items such as compliments or complaints, which have been discussed with the employee, in the district personnel file. A copy of any item placed in the employee's personnel file shall be given to the employee and a conference shall be held if either the Employer or employee requests.

12:5.2 The employee shall have the right to respond to all materials contained in the employee's district personnel file. Such response is to be dated and signed and attached to the item in question and inserted in the personnel file and a copy provided to the principal or immediate supervisor.

12:5.3 Employees shall have the opportunity to review their district personnel files, with the exception of confidential letters of recommendation and college and university credentials. Such review shall be conducted in the presence of the principal, superintendent or designee, during ordinary office hours, and at a time when the employee is not required to be on duty. No material shall be removed from the file by the employee during such review. At the employee's request, a representative of the Association may accompany the employee when the employee review his/her file. The employee shall have the right to reproduce any of the contents of the personnel file through the Deputy Superintendent.

ARTICLE 13.0
VACANCIES AND TRANSFER PROCEDURES

13:1 Definitions.

13:1.1 Voluntary Transfer. Movement to a vacant position from one building, grade level, or subject area to another building, grade level, or subject area, initiated by and based on the written request of an employee.

13:1.2

Involuntary Transfer. Movement of an employee to a vacant position from one building, grade level, or subject area to another building, grade level, or subject area, as determined and directed by the District. Before an employee will be involuntarily transferred from a particular building, due to fewer positions available in that building, consideration will be given to volunteers in that building for the transfer.

13:1.3 Vacancy. Any position, including extended days, which a current employee no longer fills or any position or part thereof newly created. The Board retains its right to determine the appropriate number of extended days and whether or not those days are a part of a specific position. Summer school positions will not be considered vacant if the person previously employed in the position has received satisfactory evaluation in that position, and chooses to accept the position again.

a. **Regular Vacancy** - vacancy occurring any time prior to August 1 which is open the following school year.

b. **"August Vacancy"** - vacancy occurring August 1 up to the first student contact day.

c. **Mid-Year Vacancy** - vacancy occurring from the first student contact day through the last teacher scheduled work day which is open that current school year.

13:1.4 Notice of Vacancy (Posting). The notice of vacancy shall include the date of posting, the final date on which applications will be accepted, number of extended days, if any, and minimum job qualifications for the vacancy. After the last teacher work day and prior to August 1, the notice shall be posted in the Personnel Department and High School. The Association shall notify the Personnel Department in writing by the last teacher work day of new or additional designated representatives to receive the posting during the summer. Those employees who have indicated an interest in a position that becomes available during summer months when school is not in session, will be notified of that vacancy by letter.

13.2 Notification of Vacancies (Posting). All vacancies shall be posted no later than one (1) week following Board action. If the decision to fill the position cannot be made at the time of Board action, the Association will be notified in writing at the time such decision to fill the position is made. The vacancy will be posted no later than one (1) week following that decision. Any vacancy identified prior to May 1 shall be posted no later than May 10. The vacancy list shall be maintained with current additions, deletions, and revisions.

13:2.1 Location. Notices of vacancy will be posted at the Personnel Department, and in all school buildings in the office or faculty room. At the same time, notices will be sent to the Association President and designated Teacher's Rights representatives.

13:2.2 Length of Posting. Regular Vacancies - at least 7 calendar days before closing date. August 1 to First Student Contact Day - 4 weekday days before closing date. Mid-Year Vacancies - must be posted, but can be filled immediately.

13:3 Application for Vacancies. The applicant must assume responsibility for keeping the Personnel Office notified of the address and phone number where he/she can be reached immediately. Failure to provide such data may constitute a waiver of rights to be interviewed.

13:3.1 Application Procedure for Existing Vacancy. Any employee, including those within the building where the vacancy exists, possessing the necessary qualifications may apply in writing to the Personnel Department for any posted vacancy. All applications shall name the vacancy for which the applicant wishes consideration. All applications shall be considered.

13:3.2 Application Procedure for Potential Vacancy. Teachers who desire a change in building, grade level, or subject area shall file a written statement (of their intent) by March 15 of each year. This application shall be made using the Transfer Request Form. One copy shall be filed with the Personnel Department, one copy shall be retained by the teacher, and one copy to the Association. This transfer request shall remain active until March 15 of the following year. Those employees who have indicated an interest in a position that becomes available will be contacted for an interview by the Personnel Department.

13:3.3 Application Procedure for Involuntary Transfer. Employees identified to be involuntarily transferred may file the Transfer Request Form with the Personnel Department at any time. Such requests shall remain active until March 15 of the following year.

13:4 Filling of a Vacancy - Time Line.

13:4.1 All vacancies must be filled within four (4) weeks of the closing date. Vacancies posted in May will be filled within five (5) weeks of the closing date. If the vacancy cannot be filled by the aforementioned closing date, the Association may request in writing the reasons. The administration shall respond to the written request in writing, including the reasons.

13:4.2 August Vacancies. Shall be filled as soon as possible but prior to the first student day.

13:4.3 Mid-Year Vacancies. Vacancies which occur during the school year shall be posted at the time the vacancy occurs, but may be filled immediately at the discretion of the Board. The Board in its discretion may wait for the posting period to see if there are applications for voluntary transfer to the position, but is not required to do so. Applicants for transfer will be given written explanation of reason if the request has been denied. In the event there are no applications for voluntary transfer to the position and (or) the position is not filled by a person seeking voluntary transfer, the Board, at its discretion, may grant a transfer request in the following year and terminate or transfer the new hire, or it may inform the applicants for transfer their request has been denied.

13:5 Filling of a Vacancy - Appointment.

13:5.1 Interviews. No action on the vacancy shall be taken until all candidates have been given an opportunity to be interviewed for the vacancy. When vacancies occur during the summer, a letter will be sent to the applicant notifying him/her of the vacancy. Inability to be available for an interview may affect consideration of the employee for transfer.

13:5.2 Order of Consideration. In making a determination whether to grant a request for a transfer, employees shall be transferred according to seniority when employees within a

priority category have qualifications considered equal. In making this determination, the Board will consider the program needs, the applicants' certification, educational preparation and experience, and the relative skill, ability and competence of the applicants.

Employees shall be given consideration in the following priority of categories:

1. Voluntary transfer, involuntary transfers, employees returning from leave of absence unless the request would prevent a recall.
2. Employees on recall (Applies only if the number of positions in the district is greater than the number of returning staff under contract).
3. Part-time employees increasing their full-time equivalency.
4. Persons not in the bargaining unit or seeking employment in the school district for the first time.

A person not currently employed in the district shall not be hired until a written notice with the reasons for denial of transfer request for the position have been given to those requesting transfers for that vacancy.

13:6 Filling of a Vacancy - Notification.

13:6.1 If an employee's request for a transfer is denied, he/she shall receive written notice with the reasons for the denial.

13:6.2 When a vacancy is filled, all applicants and the Association shall be notified in writing within five (5) working days thereafter.

13:6.3 No later than June 15, each employee scheduled for voluntary or involuntary transfer shall be notified of his/her position for the following school year including subject area(s), grade level(s), and building(s). This notification shall not preclude future voluntary transfers, involuntary transfers necessitated by an unforeseen change in circumstances, or transfer of a previously placed involuntary transfer into a position of greater preference as indicated by the employee.

13:7 Procedures for Involuntary Transfers.

13:7.1 By April 30, the District shall give preliminary notice to those employees who may be involuntarily transferred.

13:7.2 Following Board action on reduction of staff, the District shall identify and notify the employee(s) to be involuntarily transferred.

13:7.3 In determining which employees shall be involuntarily transferred, the District shall consider consenting employees first followed by District designated employees. If there are no volunteers, all involuntary transfers will be based on district wide seniority. However, for all who voluntarily transfer into vacancies after July 1, 1997, subsequent involuntary transfers will be based on seniority within the grade level and/or subject area of the building. Such seniority, notwithstanding the provisions of Article 15:3, shall accrue from the date the employee commenced work.

ARTICLE 14.0

REDUCTION IN STAFF

14:1 When a reduction in staff is deemed necessary by the District, it shall first attempt to accomplish the necessary reduction by normal attrition. If further reduction is deemed necessary by the District, it will be accomplished by the following procedure:

14:1.1 Employees with emergency or temporary certification will be reduced first unless needed to maintain an existing program.

14:1.2 Probationary employees will be reduced next unless needed to maintain an existing program.

14:2 Further reduction shall be by and within the following pools. Pools are sets of professional positions grouped by grade, curricular, or subject areas.

14:2.1 Elementary classroom teachers, grades K through 6.

14:2.2 Special area teachers, grades K through 12.

- a. art
- b. guidance counselors including Family Resource Counselors
- c. instrumental music
- d. nurses
- e. physical education/health
- f. media specialists
- g. talented and gifted (ELP)
- h. vocal music
- i. orchestra

14:2.3 Special education teachers, grades Pre-K through 6 and grades 7 through 12.

- a. behaviorally disabled
- b. hearing impaired
- c. learning disabled
- d. mentally disabled (MD)
- e. pre-school handicapped
- f. severe and profoundly disabled (S&P)
- g. multi-categorical

14:2.3a Chapter I Teachers, ESL Teachers, District-Needs Teachers, and Accelerated Learning Program Teachers in grades K-8 and grades 9-12.

14:2.4 Teachers in grades 7 through 12 in the curricular or subject areas mentioned in Subsection 14:2.5 below.

14:2.5 Curricular or subject areas applicable for Subsection 14:2.4 above:

- a. business education
- b. foreign language
- c. family and consumer sciences
- d. industrial technology
- e. language arts
- f. mathematics
- g. science
- h. social studies
- i. vocational education

14:2.6 Normally employees shall be laid off according to seniority when employees within each area listed above have qualifications considered equal. In making a determination to reduce staff, the District shall consider program needs, the employee's certification, educational preparation and experience, and relative skill, ability and competence, as determined by the employee's evaluative record on file in the Personnel Department.

14:2.7 An employee who has been identified to be reduced may displace (take the position of) the least senior employee in any pool in which he/she is certified, endorsed, and/or approved and has had at least one (1) year experience in Ames or whose experience elsewhere has been during the last five years. (Employees who were hired before June 30, 1994 must have at least 2 years of experience elsewhere; however, such experience will not be limited to the last five years of employment.) The experience may have been gained at any grade level where the employee has met certification requirements.

14:2.8 When reducing staff, the Board shall first make an effort to maintain a quality academic program. However, if necessary, head extra-curricular assignments at the high school may be considered when determining the need to maintain an existing program if, having posted the special assignments for ten (10) school days, no other person in the district who is qualified applies for the affected special assignment.

14:2.9 Other special assignments may be considered if, having posted the special assignments for ten (10) school days, no other person in the district who is qualified applies for the affected special assignments.

14:3 Notification. Employees to be reduced shall receive written notice thereof by April 15 of the school year prior to the reduction. Employees assigned to programs financed by State and/or Federal funds may be notified after April 15 if discontinuance of such funds by the agency financing said program comes after April 15.

14:4 Recall from Lay Off.

14:4.1 Any employee laid off pursuant to this article shall have, for a period of two (2) years from August 31 of the year of the original lay off, the right to be recalled. In making the determination whether to recall an employee, the District shall consider program needs, the applicant's certification, educational preparation and experience, and the relative skill, ability and competence of the employee as determined by the employee's evaluative record on file in the Personnel Department. An employee subject to recall will notify the Personnel Department of a current address and areas of certification. The employee will be notified by certified letter of any vacancy for which certified and given the opportunity for an interview.

14:4.2 If the employee is recalled hereunder from layoff to an equivalent (in time) position, the employee will have no further recall rights unless the employee is subsequently laid off.

14:4.3 If the employee is recalled from layoff to a less equivalent (in time) position, and an equivalent (in time) position becomes available, he/she shall have the right, seniority permitting, to take the equivalent opening and shall there-after have no recall rights unless subsequently laid off. Likewise, if he/she elects not to take the available equivalent job, he/she will lose any further recall rights.

14:4.4 Between the starting date of the school year in the fall and August 1 of the succeeding year, notice of recall shall be given by certified mail addressed to the last known address

on file with the District. Failure to respond to said notice within fourteen (14) calendar days after the date of mailing of said notice shall be construed to mean that said employee has no interest in pursuing said recall.

14:4.5 Between August 1 and the start of school in the fall, notice of recall shall be given by certified mail addressed to the last known address on file with the District. Failure to respond to said notice within five (5) week days after the date of mailing of said notice shall be construed to mean that said employee has no interest in pursuing said recall.

14:4.6 The District will compile and keep a list of any employees on leave of absence and on layoff showing their recall rights, areas of certification, endorsement, and approval. The District will furnish a copy of the list to the Association.

14:4.7 When employees subject to recall have qualifications considered equal, recall shall be by seniority.

14:5 Benefits. Any employee who is recalled to a position after having been laid off under Section 14:2 above shall be placed in a salary schedule at the same step for which the employee is qualified with related benefits, plus those benefits accumulated prior to termination.

ARTICLE 15.0

SENIORITY

15:1 The administration will develop a seniority list of all members of the bargaining unit.

15.2 Seniority shall be determined, after the completion of probation, by the number of years of regular, full-time or part-time employment in a bargaining unit position under contract from the last date of hire. Employees shall lose their seniority status for any voluntary resignation of their employment with the District. Employees hired prior to the 1981-82 school year shall have all years taught in Ames considered for seniority purposes. Seniority will be based upon the following factors considered in order:

1. Years of teaching service in the Ames Community School District
2. Total years of teaching service
3. Highest earned degree
4. Hours earned beyond the highest earned degree
5. If all of the foregoing factors are equal, the employee with the lowest Social Security number will have the highest seniority.

15:3 A probationary employee shall have no seniority until the employee has completed the probationary period, and at that time the employee shall acquire seniority from the date the employee commenced work. The probationary period for employees shall be three years for those new to the profession and one year for those who have successfully completed a probationary period in a previous accredited school district. The seniority list shall also include and so designate probationary employees, employees on leave of absence and on recall.

15:4 The seniority list shall include:

1. Teacher name
2. Years of teaching service in the Ames Community School District
3. Total years of teaching experience
4. Highest earned degree
5. Hours earned beyond highest earned degree
6. Rank number.

15:5 The seniority list shall be posted in each school on the office bulletin board or on the Association's bulletin board in staff rooms by November 1. The seniority list shall be updated and revised. A copy of this revised list shall be sent to the Association prior to January 15. Copies of the final revised seniority list shall be posted in each building and provided to the Association no later than February 15.

15:6 Employees and the Association shall have ten (10) working days to raise objections to the seniority ranking. Any objections are waived until the time of the next posting if not made within the ten-day period.

15:7 A part-time employee shall be entitled to credit for the amount of service in the same proportion that time regularly worked by such part-time employee bears to the time regularly worked by full-time employees.

15:8 Beginning in 1986-87, Chapter I, ESL, and District-Needs teachers will be placed on the seniority list with 0 years "Ames experience." "Total years teaching service" will reflect all previous teaching experience, but not previous Ames "Tutor" experience. Thereafter, Ames seniority would include Ames ESL, Chapter I, and District-Needs experience.

ARTICLE 16.0

PROFESSIONAL DEVELOPMENT

16:1 Continued professional growth for each employee is encouraged by both the Association and the District. Although such activities are not mandatory, each employee may file a record of their professional growth activities with the Personnel Office.

16:1.1 Professional growth activities may include but not limited to:

- a. Credit or non-credit college or university courses
- b. Special research projects
- c. Creation of professional material
- d. Attendance at conferences and conventions
- e. In-service/staff development courses
- f. Travel
- g. Teaching-related work experience

16:2 Professional Development Committee. There shall be formed a Professional Development Committee consisting of four (4) members appointed by the Association and three (3) members appointed by the Administration. In addition, the Superintendent shall serve as chairperson of the committee. Any three (3) members may request a meeting of the committee. This committee shall make recommendations to the Superintendent as follows:

1. Make recommendations as specified in the reclassification provisions of the Compensation Article.
2. Plan and evaluate the content, format and schedule for orientation days.
3. Plan and evaluate the content, format and schedule for professional days.
4. Plan and evaluate the in-service workshops.
5. Make recommendations concerning budgeting for the activities of the Committee.

16:3 Meeting Dates. Times and places of the Professional Development Committee meetings shall be posted on the office bulletin board in all buildings at least five (5) school days prior to the meeting date.

16:4 Committee Report. A summary of action of the Professional Development Committee meeting shall be posted on the office bulletin board in all buildings five (5) school days after the meeting date.

ARTICLE 17.0
COMPENSATION

17:1 Placement on Schedule. The basic salary of each employee is set forth in the Salary Schedule. (17:9)

17:1.1 Educational Classification.

a. First-year employees. Teachers new to the system will be allowed the educational classification as determined by their training at the time of employment. Reclassification to a higher training level will be granted when the conditions of reclassification 17:1.1(b) have been met.

b. Reclassification. To qualify for advancement to a higher educational classification on the Ames Salary Schedule, only academic credit received through successful completion of a course or courses from a regionally accredited institution will be accepted.

A teacher who, by September 1, has completed sufficient approved college credit to be advanced to a higher educational classification shall have his/her contract revised to the higher salary when the following conditions have been met:

1. A letter of intent to change classification has been filed in the Personnel Office at the time the contract is signed, or no later than July 1.
2. An official transcript has been filed in the Personnel Office no later than November 1.

17:1.2 Experience Classification.

a. Full credit for teaching experience in an institution for which certification by the Department of Education is required will be allowed up to the maximum as stated in 17:1.2(b).

b. Upon initial employment, experience will be permitted for a maximum of ten (10) years on the employee salary schedule of any salary level for prior outside, comparable teaching experience in a duly accredited school.

c. Credit for honorable, active, military service performed after receiving the baccalaureate degree and teacher certification will be allowed for classification on the salary program on the following basis:

- 0 to 11 months - no credit
- 12 to 23 months - one (1) years' credit
- 24 months or more - two (2) years' credit

d. Any employee on the payroll for 90 days or more in a school year shall be given credit for one (1) year's service toward the next increment on the salary schedule (17:9) for the following year.

e. Teachers shall receive an additional payment in excess of the basic salary schedule as follows:

For 16 - 17 years' experience	3% of base
For 18 - 19 years' experience	4% of base
For 20 - 21 years' experience	5% of base
For 22' – 23 years' experience	6% of base
For 24 and plus years' experience	7% of base

f. National Board Certification Salary Placement. Teaching staff achieving National Board Certification will be placed on the salary schedule one lane higher than the lane on which they would be placed based on hours of credit or degree. Should a teacher already qualify for the Ph.D. lane and receive National Board Certification, the teacher shall be granted a lane change equivalent to the change from MA to MA+15 (.06%). This placement shall be ongoing as long as the teacher remains employed by the District and is in good standing with National Board Certified status.

17:1.3 Part-time Employee Salaries. Part-time teachers shall be employed based on the hours they are required to be at school. This will be figured on the full-time hours at each level:

High School: 7:40 a.m. - 3:20 p.m. or 7 hours and 10 minutes (less the 30-minute duty-free lunch).

Middle School: 7:45 a.m. - 3:15 p.m. or 7 hours (less the 30-minute duty-free lunch).

Elementary: 8:15 a.m. - 3:45 p.m. or 7 hours (less the 30-minute duty-free lunch).

All part-time teachers on contract prior to July 1, 1999, who would lose pay or benefits will not be affected by this change.

17:2 Extended Days. For those having extended days in their contract, compensation will be paid on the per diem basis of contract days and basic salary, exclusive of special assignments.

17:3 Special Assignments. Employees with special assignments shall be paid according to the Special Assignment Schedule 17:10.

17:4 Travel Expenses Within District. The teacher whose assignment requires him/her to use his/her automobile to travel between buildings on a regularly-scheduled basis shall be paid for each regularly-scheduled change within a day between buildings at a rate set in the Iowa Code.

17:4.1 If the General Assembly increases the rate allowed, the rate shall be the rate set by the General Assembly.

17:4.2 Members of the Bargaining Unit whose job description requires that they travel between buildings during the school day on a non-regular basis for authorized travel shall itemize mileage and reasons for such trips and submit an itemization to the Business Office for payment.

17:4.3 Because no teacher receives travel allowance between his/her home and school, teachers scheduled to teach in more than one building shall likewise receive no travel allowance for travel in the morning or at the close of the day for travel between home and school. Travel is paid only when the regular schedule requires service in more than one building during a given day.

17:4.4 There shall not be teacher travel allowance for faculty meetings, programs, etc., attended by teachers generally.

17:5 Supplementary Duty. The Employer retains all rights to assign its employees to attend, supervise, participate in, or otherwise perform duties at after-hours extra-curricular events at their assigned schools. Such assigned duties shall be viewed as mandatory assignments.

17:5.1 The Employer shall pay employees for performing such assignments in connection with school activities at the rate of ten and no/100 dollars (\$10.00) per hour worked.

17:5.2 The Employer shall establish procedures by which employees shall account for the extra-curricular time worked and shall establish procedures for paying such employees.

17:5.3 This agreement shall not apply to duties performed pursuant to special assignments.

17:6 Summer School. Employees hired for summer school who teach a course they are licensed in, shall be paid at the rate provided in Section 17:2 (per diem basis of contract days and basic salary, exclusive of special assignments). Super Summer (ELP Program) teachers will be paid at the rate of twenty-two and no/100 dollars (\$22.00) per hour.

17:7 Curriculum Writing. Employees hired for curriculum writing shall be paid at a rate of Twenty-two and no/100 dollars (\$22.00) per hour.

17:8 Payment of Salary. Beginning in September, salary payments shall be received in twelve (12) equal installments to be paid on the last working day prior to the 21st of the month with three exceptions. The March check shall be mailed on the Thursday before Spring Break. The June check shall be paid with the May check. The July and August checks shall be paid together prior to the tenth (10th) business day in July.

Employees who are new to the teaching profession may at their option, elect to receive 1/2 (50%) of the first salary installment on the last working day in August. The balance of the contracted salary shall be paid at the next scheduled pay period.

17:9 SALARY SCHEDULE 2006-2007
Base of \$26,145 Includes Phase II Monies

<u>Step</u>	<u>BA</u>	<u>BA+15</u>	<u>BA+30</u>	<u>MA</u>	<u>MA+15</u>	<u>MA+30</u>	<u>MA+45</u>	<u>PHD</u>
0	26,145 (1.00)	28,237 (1.08)	30,328 (1.16)	32,420 (1.24)	33,989 (1.30)	35,557 (1.36)	37,126 (1.42)	38,695 (1.48)
1	27,191 (1.04)	29,282 (1.12)	31,374 (1.20)	33,466 (1.28)	35,034 (1.34)	36,603 (1.40)	38,172 (1.46)	39,740 (1.52)
2	28,237 (1.08)	30,328 (1.16)	32,420 (1.24)	34,511 (1.32)	36,080 (1.38)	37,649 (1.44)	39,218 (1.50)	40,786 (1.56)
3	29,282 (1.12)	31,374 (1.20)	33,466 (1.28)	35,557 (1.36)	37,126 (1.42)	38,695 (1.48)	40,263 (1.54)	41,832 (1.60)
4	30,328 (1.16)	32,420 (1.24)	34,511 (1.32)	36,603 (1.40)	38,172 (1.46)	39,740 (1.52)	41,309 (1.58)	42,878 (1.64)
5	31,374 (1.20)	33,466 (1.28)	35,557 (1.36)	37,649 (1.44)	39,218 (1.50)	40,786 (1.56)	42,355 (1.62)	43,924 (1.68)
6	32,420 (1.24)	34,511 (1.32)	36,603 (1.40)	38,695 (1.48)	40,263 (1.54)	41,832 (1.60)	43,401 (1.66)	44,969 (1.72)
7	33,466 (1.28)	35,557 (1.36)	37,649 (1.44)	39,740 (1.52)	41,309 (1.58)	42,878 (1.64)	44,447 (1.70)	46,015 (1.76)
8	34,511 (1.32)	36,603 (1.40)	38,695 (1.48)	40,786 (1.56)	42,355 (1.62)	43,924 (1.68)	45,492 (1.74)	47,061 (1.80)
9	35,557 (1.36)	37,649 (1.44)	39,740 (1.52)	41,832 (1.60)	43,401 (1.66)	44,969 (1.72)	46,538 (1.78)	48,107 (1.84)
10	36,603 (1.40)	38,695 (1.48)	40,786 (1.56)	42,878 (1.64)	44,447 (1.70)	46,015 (1.76)	47,584 (1.82)	49,153 (1.88)
11	37,649 (1.44)	39,740 (1.52)	41,832 (1.60)	43,924 (1.68)	45,492 (1.74)	47,061 (1.80)	48,630 (1.86)	50,198 (1.92)
12	38,695 (1.48)	40,786 (1.56)	42,878 (1.64)	44,969 (1.72)	46,538 (1.78)	48,107 (1.84)	49,676 (1.90)	51,244 (1.96)
13	39,740 (1.52)	41,832 (1.60)	43,924 (1.68)	46,015 (1.76)	47,584 (1.82)	49,153 (1.88)	50,721 (1.94)	52,290 (2.00)
14		42,878 (1.64)	44,969 (1.72)	47,061 (1.80)	48,630 (1.86)	50,198 (1.92)	51,767 (1.98)	53,336 (2.04)
15				48,107 (1.84)	49,676 (1.90)	51,244 (1.96)	52,813 (2.02)	54,382 (2.08)
16						52,290 (2.00)	53,859 (2.06)	55,427 (2.12)
17						53,336	54,905	56,473

17:9.1 Chapter 1, ESL, and District Needs Teachers are placed at the 0 experience step and in the educational lane appropriate to their educational training. Actual compensation is proportional to their length of contract as stipulated in Article 8:2.

17:9.2 Phase II. The District is obligated to pay monies only to the extent it actually receives monies from the State for the Phase II allocation. To the extent of any subsequent increase or reduction in the amount so certified, payments to teachers shall be increased or reduced accordingly.

17:10 SPECIAL ASSIGNMENT SCHEDULE
(See Memorandum of Agreement)

<u>SENIOR HIGH SCHOOL</u>	<u>Percent of Base</u>
Head Football	21.0
Asst. Football	12.0
Head Basketball	21.0
Asst. Basketball	12.0
Head Wrestling	20.5
Asst. Wrestling	11.0
Head Swimming	16.5
Asst. Swimming	11.0
Head Baseball	17.0
Asst. Baseball	11.0
Head Softball	17.0
Asst. Softball	11.0
Head Track	17.5
Assistant each sport	11.0
Asst. Track	11.0
Intramurals (each program)	6.0
Head Tennis	12.0
Head Golf	12.0
Head Cross Country	12.0
Asst. Cross Country	8.0
Head Volleyball	15.5
Asst. Volleyball	9.5
Head Soccer	15.0
Asst. Soccer	9.5
Assoc. Coaches	33% of asst. pay/sport
Instrumental Director	14.5
Asst. Instrumental Director	8.0
Vocal Director	14.5
Asst. Vocal Director	5.0
Instrumental Orchestra Director (cover both AMS and AHS)	14.8
Debate	13.5
Speech	13.5
Asst. Speech	8.0
Department Head	7.0
Special Education Dept. Head/Scheduler	10.0
Drama Director	15.5
Asst. Drama Director	8.0
Year Book (per program)	18.5
Fall Cheer Squad	10.0
Asst. Fall Cheer Squad	6.0

Winter Cheer Squad	10.0
Asst. Winter Cheer Squad	6.0
All Class Sponsors (per program)	4.0
Dance Show (per program)	5.0
Scratch Pad Sponsor (per program)	3.0
Student Council Sponsor (per program)	4.0
Art Activities	3.0
Mock Trial	10.0
Flag Corps	4.0
Destination Imagination	10.0
Science Olympiad	10.0
Academic Competition Sponsor	15.0
(includes Academic Decathlon, Knowledge Bowl, Quiz Bowl, Thinking Caps, and Word Master)	
Key Club	4.0
Strategic Games Club	4.0
Human Relations Sponsor	3.0
Spectrum Club	3.0
Drill Team	10.0
Web Sponsor	9.25
EClass Manager (per building)	5.0
SADD Sponsor	4.0
Auditorium Manager	4.0

MIDDLE SCHOOL

Intramurals & Academic Activities Coord.	14.5
Intramural Coord. - Football	4.0
Intramural Coord. - Basketball	4.0
Intramural Coord. - Gymnastics	3.0
Intramural Coordinator - Soccer	3.0
Intramural Coordinator - Track	4.0
Intramural Coordinator - Volleyball	3.0
Intramural Coordinator - Wrestling	3.0
Student Advisory Council Activities Coord. (per person)	8.0
Head Coach Interscholastic - 8th Grade	8.0
Asst. Coach Interscholastic - 8th Grade	7.0
Intramurals (each program)	7.0
Gymnastics	6.0
Cross Country	8.0
Volleyball	7.0
Destination	10.0
Mock Trial	10.0
Science Olympiad	10.0
Vocal Director (covers both 7 th and 8 th grades)	10.0
7th and 8th Instrumental Director (each)	10.0
Instrumental Director	10.0
Asst. Instrumental Director	5.0
Orchestra Director	4.0
Year Book (per program)	10.0
Team Facilitators (per program)	7.0
Assistant - Pupil Personnel	4.0
Drama	7.0

Asst. Drama	4.0
Art Club	3.0
Knowledge Bowl (per person)	2.0
Math Counts (per program)	10.0
Builders Club (per program)	4.0
Grade Book Trainer (AHS/AMS only 2/building)	5.0

ELEMENTARY

Destination Imagination	10.0
Elementary Band (per building)	2.0
Elementary Chorus (per building)	2.0
Elementary Orchestra (per building)	2.0

DISTRICT-WIDE

CSI Member	5.0
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17:11 When a reduction in staff in the area of Special Assignments is deemed necessary by the District, it shall first attempt to accomplish the necessary reduction by normal attrition. If further reduction is deemed necessary by the District, it will be accomplished by the following procedure:

17:11.1 Employees who are not employed by the District in other positions will be reduced first.

17:11.2 Employees who are employed by the District in other positions will be reduced next according to seniority within the Special Assignment position.

17:12 Special Assignment Seniority. Upon completion of every five (5) years of service with the same Special Assignment (or within the same special assignment program area) which is paid at 7% or greater of base salary, the employee will receive an additional 0.5% of the base salary. This additional 0.5% seniority bonus factor will begin with employees who have served five (5) years or more in the same Special Assignment as of the 2004-05 school year and will continue to be awarded thereafter for every five (5) years of service as follows:

year 6 through year 10	=	0.5% of base
year 11 through year 15	=	1.0% of base
year 16 through year 20	=	1.5% of base
year 21 through year 25	=	2.0% of base
year 26 through year 30	=	2.5% of base

Special Assignments that are divided between employees will not earn seniority.

ARTICLE 18.0

INSURANCE

18:0 Insurance Committee. An insurance committee consisting of three (3) employees designated by the Association and three (3) other members designated by the Board shall hold monthly meetings to oversee the intent of the insurance fund and troubleshoot problems.

18:1 The Board shall provide the following insurance benefits for certified staff as indicated below:

18:1.1 Employee Benefits - 3/4-Time or More. Certified staff holding a 3/4-time or more position will have single medical, dental and life insurance benefits paid by the Board as described in the insurance schedule. The Board will also provide long-term disability insurance.

18:1.2 Other Part-time Employee Benefits. Regular part-time certified staff who work at least 50% of the time but less than 3/4-time shall be provided with the opportunity to participate in the single medical and dental program by paying 50% of the monthly premium by payroll deduction. The Board shall pay the remaining 50% of the single medical and dental insurance premium for employees electing to participate.

18:1.3 Dependent Benefits. For certified staff the Board will make available dependent medical or dental insurance.

An employee hired after the third working day in September shall notify the Business Office of his/her intention by the third working day of the month when the first pay check will be received. Changes must be made by the third working day of each month.

18:1.4 Employee Insurance Premium Payment Plan. Upon appropriate authorization from an employee, the Board shall deduct an employee's contribution under this article for part-time employee benefits, dependent benefits under Article 18:1.3, and supplemental life insurance under Article 18:2.1. The Board will provide a flexible spending benefit account plan.

18:2 Schedule Of Insurance Benefits

18:2.1 Life Insurance. The amount which is the equivalent to the employee's annual compensation taken to the next higher \$1,000.

Additionally, employees may have the option to purchase and have deducted from their salary the premium amount necessary to purchase an additional twenty thousand dollars (\$20,000) or thirty thousand dollars (\$30,000) of group life insurance, provided more than fifty percent (50%) of the bargaining unit elects to take such coverage. The additional supplemental life insurance can be purchased with medical evidence after the initial qualifying period.

AD&D principal sum is an amount equivalent to the employee's life insurance.

18:2.2 Long Term Disability. The Monthly Income Benefit is 60% of covered monthly compensation to a maximum benefit of \$2,500 less any payments for that month for which the employee and the employee's dependents are eligible under the Federal Social Security Act and any accrued benefits which the employee received under IPERS or any other retirement benefit plan of the school. Once established, the Monthly Income Benefit shall not be further reduced by subsequent increases to Social Security Benefits. The qualifying period is 90 consecutive calendar days.

Maximum Benefit period for accident or sickness: (based on attained age when total disability begins).

Age	Maximum Benefit Period
Under 62	To age 65 (but not less than 42 months)
62	42 months
63	36 months
64	30 months
65	24 months
66	21 months
67	18 months
68	15 months
69	12 months

Overall income limit - 75% of covered monthly compensation. Minimum Monthly Benefit - \$50. Benefits for disability due to pregnancy or any complication of pregnancy are payable the same as for disability due to any other sickness.

18:2.3 Comprehensive 100 plan (Medical Benefits).

The Board shall provide to each qualifying certified staff member a Comprehensive 100 Plan as described in the Plan Booklet:

- Pre-Authorization
- Pre-Treatment Review
- Mental/Nervous Limits
- No weekend admissions
- Nursing restrictions
- Pre-existing condition waiver
- \$100.00 deductible
- 80% of usual and customary charges paid by insurance
- company 20% of usual and customary charges paid by insured
- Maximum \$500.00 paid by employee for each insured per year (single)
- Maximum \$600.00 paid each year (family)
- All of the above includes hospital and surgery costs.

18:2.4 Dental Insurance. Routine oral examinations and basic dental treatment. Deductible. Basic and major dental treatment and orthodontia - \$25 per calendar year. Routine oral examinations - none.

Coinurance. 100% of usual and customary charges for routine oral examination; 80/20% of usual and customary charges for basic dental treatment; 50/50% for major treatment including prosthetic service, crowns, bridges and gold; 50/50% of covered charges for procedures, appliances or treatment necessary to increase vertical dimension and/or restore or maintain occlusion; 50/50% orthodontia, for dependent children only.

Maximum Payment. \$500 per calendar year - orthodontia. \$1,000 per calendar year - basic, major and routine dental

18:2.5 All rights and benefits under the Plan are to be determined by the provisions of the Group Policy.

18:3 The Board shall have the right at any time to procure the insurance from any other reputable insurance company provided that said insurance will be substantially equivalent to that of the policy in effect at the time of this Agreement. If a change in carrier is being considered, the Association will be asked for recommendations and information.

18:4 The Board shall provide each employee a description of the insurance coverage provided within ten (10) days of the beginning of the school year or date of employment if after the beginning of the school year. The description shall include a description of conditions and limits of coverage. The Board shall be responsible for providing insurance information in the form of applications and enrollment meetings.

18:5 Other Employee Compensation/Benefit Payments. In addition to payments made under Article 17, Articles 18:1.1 and 18:1.2, the Board will pay \$541.00 per month for dependent medical, or combination of TSA and/or dental benefit, not to exceed \$541.00, as a benefit for certified staff holding a 3/4-time or more position. For certified staff who work at least 50% of the time, but less than 3/4 time, the additional benefit payment will be \$270.50 per month for dependent medical or combination of TSA and/or dental benefit not to exceed \$270.50. If a husband and wife are employed by the Board one-half (1/2) time or more, and they elect dependent medical and/or dental coverage, the Board shall pay an additional amount per month equal to the cost of a single medical and/or dental benefit.

ARTICLE 19.0
COMPLIANCE CLAUSES

19:1 Printing Agreement. Copies of this Agreement shall be printed at the expense of the Board after agreement with the Association on format within thirty (30) days after the Agreement is signed. The Agreement shall be presented to all employees now employed, hereafter employed, or considered for employment by the Board, and the Board shall provide the Association with sixty (60) additional copies.

19:2 Notices. Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provision(s) of this Agreement, either party shall do so by telegram or letter at the following designated addresses or at such other address as may be designated by a party in written notification to the other party:

1. If by Association to the Board,
Administration Office
Ames Community School District
415 Stanton Avenue
Ames, Iowa 50014

2. If by the Board to the Association, to the person designated by the Association in writing prior to June 1 of each year. In the event the Association fails to make such a designation, notice shall be addressed to the President or Vice-President of the Association at their home address as recorded in the administrative offices of the School District.

19:3 Separability. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except permitted by law, and the Board and the Association shall enter into immediate negotiations to replace said provision. All other provisions or applications shall continue in full force and effect.

19:4 Finality and Effect of Agreement. This Agreement constitutes the entire collective bargaining agreement between the Association and the Board and concludes collective bargaining for its term. The parties acknowledge that the understandings and agreements arrived at through collective bargaining are set forth in this Agreement. Therefore, the Board and the Association each voluntarily and unqualifiedly waives any right which might otherwise exist under law to negotiate any matter, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter related to language articles for the duration of the agreement. This shall not preclude negotiations which may develop under the sections on Separability and Duration.

ARTICLE 20.0
DURATION

This Agreement shall be effective as of July 1, 2006 and will continue in effect until June 30, 2007. Salary and fringe benefits provisions shall become effective on the first day of the commencement of the services contracted for under this collective bargaining agreement.

This Agreement signed this 1st day of June, 2006.

**AMES EDUCATION
ASSOCIATION**

**By Bruce Antion
President**

**Dawn Remsburg
Secretary**

**Aileen Sullivan
Negotiator**

**AMES COMMUNITY
SCHOOL DISTRICT**

**By Ron Werner-Wilson
President**

**Kurt Subra
Secretary**

**Tim Taylor
Negotiator**

APPENDIX

MEMORANDUM OF AGREEMENT

Conditional Leave

THIS AGREEMENT is made and entered into by and between the Ames Community School District (hereinafter referred to as the District), and the Ames Education Association (hereinafter referred to as the Association).

It is mutually agreed that:

The Ames Board of Education may grant leaves of absence with pay MINUS THE COST OF A SUBSTITUTE for employees who have exhausted all accumulated sick leave and have been diagnosed with catastrophic illnesses. The granting of such sick leave will be made upon the following conditions:

1. The employee has made official application through the Ames Community Schools' Business Office to receive long-term disability insurance benefits; and
2. The employee provides a medical report from a doctor confirming the necessity for such leave of absence.

It is also agreed that such leave will continue at the discretion of the Ames Board of Education until such time as medical disability benefit payments become effective or until a medical doctor will no longer certify the employee's disability.

It is also agreed that the Ames Board of Education may grant such leave for reoccurring short-term illnesses and disabilities as certified by a doctor's medical report. The employee's salary minus the cost of a substitute for such reoccurring illnesses and disabilities will be paid for a maximum, of ten (10) working days per occurrence. The Board shall have the discretion to evaluate each employee's status on a case-by-case basis following the granting of a third reoccurring short-term leave.

This agreement is intended to supplement the 2006-2007 collective bargaining agreement, terminate upon its expiration, and be nonprecedent setting.

Done this 1st day of July, 2006.

Ames Education Association

Ames Community School District

MEMORANDUM OF AGREEMENT

Family Resource Counselors

THIS AGREEMENT is made and entered into by and between the Ames Community School District (hereinafter referred to as the District), and the Ames Education Association (hereinafter referred to as the Association).

WHEREAS, during the 2006-2007 school year, the Family Resource Counselors in the Ames Community School District will be making home visits to all new families at each attendance center and Title I reading teachers will be needed for before- and after-school reading programs; and,

WHEREAS, due to working schedules of some parents, the counselors will need to make some home visits after the regularly scheduled school day and Title I reading teachers will be working some hours outside the regularly scheduled school day (see Article IX); and,

WHEREAS, the Administration has agreed to allow the counselors and Title I reading teachers to pursue a flexible work schedule; and,

WHEREAS, the Master Contract does not address the issue of flexible scheduling,

NOW, THEREFORE, it is mutually agreed as follows:

1. In exchange for the time spent on after hours home visits, the counselors will be allowed time off from their regular work day equal to the time spent during home visits held beyond the normal work day. Title I reading teachers will be allowed time off from the regularly scheduled school day to offer before- and after-school reading programs equivalent to the time spent during those before- and after-school reading programs.
2. That total agreement has been reached between the elementary counselors and the administration to pursue the concept of home visits by the counselors as an effective induction technique. For this reason, it is expected that the counselors will carefully document any visits held beyond the normal work day as defined in the Master Contract.
3. It is understood that this cooperative effort is not to be viewed as precedent setting and is endemic only to providing home visits by the elementary counselors for the 2006-2007 school year and for offering before- and after-school reading opportunities for students.

Done this 1st day of July, 2006.

Ames Education Association

Ames Community School District

LETTERS OF AGREEMENT

Mentoring Program

The mentoring program will be administered consistent with the district plan submitted and approved by the Iowa Department of Education. The mentoring program, and the wage associated with that program, is based upon the legislature's continued funding and support of the program. If state funding or support is withdrawn, the district will not be obligated to continue the mentoring program or pay the wages to mentors in the program.

Insurance

The district and Association agree to pilot during the 2006-07 school year a cafeteria plan for medical insurance. Employees shall have the option of accepting the Comprehensive 100 plan provided in accordance with Article 18:1.1 (\$100/\$200 deductible) or selecting from a choice of three (3) additional plan options (\$250/\$500, \$500/\$1,000, or \$1,000/2,000 deductible). Any savings achieved due to the selection of a plan with a higher deductible may be used by the employee for dependent medical, or combination of TSA and/or dental benefit or cash.

Done this 1st day of July, 2006.

Ames Education Association

Ames Community School District

MEMORANDUM OF AGREEMENT

Break Time

THIS AGREEMENT is made and entered into by and between the Ames Community School District (hereinafter referred to as the District), and the Ames Education Association (hereinafter referred to as the Association).

It is mutually agreed that:

Each employee shall have a minimum scheduled 10-minute duty-free break time (which may include special schedules, recesses, and planning periods) between the opening of the pupils' scheduled school day and the beginning of the employee's duty-free lunch period. Each employee will also have a minimum scheduled 10-minute duty-free break time (which may include special schedules, recesses, and planning periods) between the end of the duty-free lunch period and the close of the pupils' scheduled school day.

Employees, including "specials" and representatives of various grade levels and departments will be involved in the development of building schedules. Such involvement will consist of reviewing with the principal "draft" schedules at each building and having a cross-building meeting with the Deputy Superintendent for Personnel, or his designee, to coordinate the break time for specials and others who are assigned to more than one building.

In the event an employee reports to the Association that he/she is not receiving break time in accordance with the provisions of this agreement, the Deputy Superintendent for Personnel and the UniServ Director shall meet to resolve the problem.

Employees may upon written request waive their right to a minimum scheduled 10-minute duty-free break time.

Done this 1st day of July, 2006.

Ames Education Association

Ames Community School District

MEMORANDUM OF AGREEMENT

Distribution of HF 816 **Teacher Quality Act Funds for 2006-07**

The Ames Community School District and Ames Education Association agree that the new funds generated under HF 816 for the Student Achievement and Teacher Quality Program will be distributed as follows for the 2005-2006 year:

1. Teacher Quality (TQ) Professional Development funds for the equivalent of one additional professional development day will be distributed to all eligible employees (teachers, counselors, librarians, media specialists) on a "per diem" basis as provided in Article 17:2. The additional day will be added at the beginning of the regular work year. If an employee is not able to attend due to illness or because of another reason qualifying as an approved leave day under Article 7, the employee will still receive payment for the additional day. Any remaining funds after making payment for the additional staff development day will be rolled into the Teacher Quality (TQ) Additional Basic Allocation funds provided for in paragraph 2 below. Any shortfall in funds available for the additional day will be taken from the Teacher Quality (TQ) Additional Basic Allocation funds before making any distribution under paragraph 2 below. FICA and IPERS will be included in any calculation. Payment for this day will begin with the October 20, 2006, paycheck.
2. Teacher Quality (TQ) Additional Basic Allocation funds will be distributed on a "per diem" basis to all eligible employees, using the same calculation method as provided in paragraph 1 above. Payment of this money will be made using the same procedures as those for the distribution of the original Teacher Quality (TQ) Basic Allocation funds.

Done this 1st day of July, 2006.

Ames Education Association

Ames Community School District